



AFFIDAVIT OF ABDELRAHMAN AYYAD

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, TO WIT:

I HEREBY CERTIFY that before me, a Notary Public of the State and County aforesaid, personally appeared Abdelrahman (aka Abdul) Ayyad, and he made oath in due form and law as follows:

1. I have personal knowledge of the matters and facts set forth in this Affidavit and I am competent to testify thereto.
2. I am the sole member of Regency Management Services, LLC ("Regency Management").
3. Regency Management is a Maryland limited liability company that employs and manages sales associates and other staff for nineteen furniture stores, including: Regency Furniture of Fairfax, VA; Regency Furniture of Fredericksburg, VA; Regency Furniture of Langley Park, MD; Regency Furniture of Largo, MD; Regency Furniture of Brandywine, Inc.; Regency Furniture of Woodbridge, VA; Ashley Furniture Homestore, Bel Air, MD; Ashley Furniture Homestore, Catonsville, MD; Ashley Furniture Homestore, Easton, MD; Ashley Furniture Homestore, Glen Burnie, MD; Ashley Furniture Homestore, Falls Church, VA; Ashley Furniture Homestore, Frederick, MD; Ashley Furniture Homestore, Hagerstown, MD; Ashley Furniture Homestore, Rosedale, MD; Marlo Furniture, Alexandria, VA; Marlo Furniture, Forestville, MD; Marlo Furniture, Rockville, MD; Marlo Furniture, Laurel, MD; Marlo Furniture, Fredericksburg, VA.
4. I am the majority shareholder of Regency Furniture, Inc. ("RFI"), Regency Furniture of Brandywine, Inc. ("RFBI"), and the above listed companies engaged in the business of selling furniture to consumers.
5. RFI is a Maryland Corporation. RFI does not operate any business and does not have any employees.
6. RFBI is a Maryland corporation which operates a retail furniture outlet from its retail location located at 7900 Cedarville Road, Brandywine, Maryland 20613. RFBI is in the business of selling furniture to customers. Eighteen sales associates employed by Regency Management work at RFBI's furniture store.
7. Regency Management is the former employer of Plaintiffs.

8. Although I am the majority owner and member, I do not oversee the day to day operations of the furniture stores and do not supervise sales associates, control work schedules, or manage the job performance or responsibilities of sales associates. Each furniture store has a manger in charge of the operations and management of the store and has the authority to hire and fire employees.
 9. Regency Management hires sales associates when needed to fill open sales positions at particular stores.
 10. After hiring, new sales associates undergo a training period. Sales associates are paid an hourly rate during the training period. Prior to September of 2012 the training period lasted for 30 calendar days. After September of 2012, the training period was extended to 45 calendar days.
 11. At three locations (Ashley Furniture Homestore, Easton, MD, Regency Furniture of Woodbridge, VA, and Marlo Furniture, Fredericksburg, VA), Regency Management pays its sales associates the rate of \$8.00 per hour during the training period. At the remaining stores, Regency Management pays its sales associates the rate of \$10.00 per hour during the training period.
 12. After the training period, Regency Management pays its sales associates commissions based on a percentage of merchandise sold and delivered, and warranties sold.
 13. However, at three locations (Ashley Furniture Homestore, Easton, MD, Regency Furniture of Woodbridge, VA, and Marlo Furniture, Fredericksburg, VA), Regency Management pays its sales associates the rate of \$8.00 per hour, plus 2 percent commission on merchandise sold and delivered.
 14. The commission rate is higher for several of the longest tenured and most effective sales associates. Additionally, several sales associates are considered "key holders" and have the additional authority to open and close stores.
 15. Regency Management records reflect that Plaintiff Deborah Amrhein was employed by Regency Management and worked at the Ashley Furniture Homestore located in Bel Air, Maryland from July 5, 2011 - May 20, 2012. On December 6, 2013 Defendants made an offer of complete relief to Ms. Amrhein. A genuine and authentic copy of the Rule 68 Offer to Ms. Amrhein is attached to the Plaintiffs' Motion as Exhibit 13. On December 19, 2013 Ms. Amrhein accepted Defendants' Rule 68 offer. A genuine and authentic copy of Ms. Amrhein's letter accepting the offer is attached to Plaintiffs' Motion as Exhibit 14.
 16. Regency Management records reflect that Plaintiff Oswald Copeland was employed by Regency Management and worked at the Ashley Furniture
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Homestore located in Rosedale, Maryland from November 12, 2012 – April 1, 2013. On December 6, 2013 Defendants made an offer of complete relief to Mr. Copeland. A genuine and authentic copy of the Rule 68 Offer to Mr. Copeland is attached to the Plaintiffs' Motion as Exhibit 9. On December 19, 2013 Mr. Copeland accepted Defendants' Rule 68 offer. A genuine and authentic copy of Mr. Copeland's letter accepting the offer is attached to Plaintiffs' Motion as Exhibit 10.

17. Regency Management records reflect that Plaintiff Brenda O'Brien was employed by Regency Management and worked at the Ashley Furniture Homestore located in Bel Air, Maryland from July 5, 2011 – March 13, 2012. On December 6, 2013 Defendants made an offer of complete relief to Ms. O'Brien. A genuine and authentic copy of the Rule 68 Offer to Ms. O'Brien is attached to the Plaintiffs' Motion as Exhibit 11. On December 19, 2013 Ms. O'Brien accepted Defendants' Rule 68 offer. A genuine and authentic copy of Ms. O'Brien's letter accepting the offer is attached to Plaintiffs' Motion as Exhibit 12.
 18. Regency Management records reflect that Plaintiff Mark Mazzetta was employed by Regency Management and worked at the Ashley Furniture Homestore located in Bel Air, Maryland Regency from September 12, 2011 – July 7, 2012. On December 6, 2013 Defendants made an offer of complete relief to Mr. Mazzetta. A genuine and authentic copy of the Rule 68 Offer to Mr. Mazzetta is attached to Defendants' Response as Exhibit 2. On December 20, 2013 Mr. Mazzetta rejected Defendants' Rule 68 offer. A genuine and authentic copy of Mr. Mazzetta's letter rejecting the offer is attached to Defendants' Response as Exhibit 3.
 19. Regency Management records reflect that Plaintiff George Haley was employed by Regency Management and worked at the Ashley Furniture Homestore located in Rosedale, Maryland from May 19, 2011 until January 10, 2013. On December 21, 2013 Defendants made an offer of complete relief to Mr. Haley. A genuine and authentic copy of the Rule 68 Offer to Mr. Haley is attached to Defendants' Response as Exhibit 4. On January 6, 2014 Mr. Haley accepted Defendants' Rule 68 offer. A genuine and authentic copy of Mr. Haley's letter accepting the offer is attached to Defendants' Response as Exhibit 5.
 20. Regency Management records reflect that Plaintiff Michaela Lintz was employed by Regency Management and worked at the Ashley Furniture Homestore located in Bel Air, Maryland from July 5, 2011 until September 17, 2011. On December 21, 2013 Defendants made an offer of complete relief to Ms. Lintz. A genuine and authentic copy of the Rule 68 Offer to Ms. Lintz is attached to Defendants' Response as Exhibit 6. On January 6, 2014 Ms. Lintz accepted Defendants' Rule 68 offer. A genuine and authentic copy
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of Ms. Lintz' letter accepting the offer is attached to Defendants' Response as Exhibit 7.

21. Regency Management records reflect that Plaintiff Julie Oden was employed by Regency Management and worked at the Ashley Furniture Homestore located in Glen Burnie, Maryland from February 4, 2013 until September 28, 2013. On December 21, 2013 Defendants made an offer of complete relief to Ms. Oden. A genuine and authentic copy of the Rule 68 Offer to Ms. Oden is attached to Defendants' Response as Exhibit 8. On January 6, 2014 Ms. Oden rejected Defendants' Rule 68 offer. A genuine and authentic copy of Ms. Oden's letter rejecting the offer is attached to Defendants' Response as Exhibit 9.
 22. Regency Management records reflect that Plaintiff Mark Miley was employed by Regency Management and worked at the Ashley Furniture Homestore located in Glen Burnie, Maryland from April 15, 2013 until September 29, 2013. On December 21, 2013 Defendants made an offer of complete relief to Mr. Miley. A genuine and authentic copy of the Rule 68 Offer to Mr. Miley is attached to Defendants' Response as Exhibit 10. On January 6, 2014 Mr. Miley rejected Defendants' Rule 68 offer. A genuine and authentic copy of Mr. Miley's letter rejecting the offer is attached to Defendants' Response as Exhibit 11.
 23. Regency Management records reflect that Plaintiff Timothy Mercer was employed by Regency Management and worked at the Ashley Furniture Homestore located in Glen Burnie, Maryland from February 11, 2013 until July 5, 2013. On December 21, 2013 Defendants made an offer of complete relief to Mr. Mercer. A genuine and authentic copy of the Rule 68 Offer to Mr. Mercer is attached to Defendants' Response as Exhibit 12. On January 6, 2014 Mr. Mercer rejected Defendants' Rule 68 offer. A genuine and authentic copy of Mr. Mercer's letter rejecting the offer is attached to Defendants' Response as Exhibit 13.
 24. All of the Rule 68 offers were based on a comprehensive review and analysis of each Plaintiffs' time, commission and payroll records, and reflect complete relief to each Plaintiff.
 25. All sales associates sign an arbitration agreement prior to commencing their employment as sales associates. A genuine and authentic sample of the arbitration agreement is attached to the Response as Exhibit 14.
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I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing affidavit are true.


Abdelrahman Ayyad

Subscribed and sworn to
this 27th day of JANUARY, 2014.



Notary Public
Notary Public-Maryland
My Commission Expires
February 06, 2017
2/6/17